GOVERNMENT OF MADRAS. Secrt. II-16—55,000—3-9-53.

P.W (1955) Department.

Endorsement
D.t.
Memorandum
Lodged

No. 1 (B. Series)

Dated 1955.

Passed
K
Sripathi
18/1/55

FURTHER PAPERS.

Department.	Number.	Series.	Date.

Camp: Mangalore,
10-6-1953.

SECRETARY TO GOVERNMENT
22 JUN 1953

To

The Secretary to Government,
Public Works Department,
Fort St.George, Madras.

56763

Humble appeal petition of Marcel Lasrado, Contractor, Sullia, South Kanara District.-

S i r,

Having been highly aggrieved by Chief Engineer's (Highways) orders No. 16392/D2/52 H.R. dated 5-5-1953 rejecting my appeal to him, I beg to approach your good self with the firm hope that after going through the facts of the case, justice will be meted out to me.

The following is briefly the facts of the case:-

1. Tenders were called for for the maintenance of Mangalore-Mercara Road, section 48/0 to 60/0 and the same was submitted on 25-1-1950 but this was not accepted and retenders were called for to be received on 9-2-1950. Premium tenders at 15% were submitted again on the due date. No action seems to have been taken on this tender for some considerable time, and after a lapse of about 3 months, I was asked whether I would abide by the tender. I at once signified my consent for the same. Finally, I was asked as late as the end of May, to execute the required agreement on 3-6-1950. It may not be out of place to submit that this abnormal delay of about 4 months between the date of submission of tender and receipt of orders was not universal in the case of all contractors of the District, but, if I may say so, special to me. It may thus be seen that the entrustment of the work to me, begins with some sort of prejudice against me.

2. I may be permitted to remind your goodself that the monsoon breaks out in this District in the first week

of June and continues right up till end of September. The whole of the valuable working season was lost for me on account of the abnormal delay of nearly 4 months in the issue of orders. Monsoon is the cultivation season in this District and all the local coolies are absorbed by the agricultural operations. I had therefore with great difficulty and expense to import labour from outside by payment of heavy advances and enhanced wages. I bring this to notice only to show to your goodself that in spite of the original set back and abnormal delay, I earnestly began the collection work, but other facts beyond my control came seriously in the way. Some of the quarries provided in the estimate were river beds and were under water on account of the monsoon right from the time, the agreement was executed. This fact was personally brought to notice of the departmental officers including the Divisional Engineer during his inspection on more than one occasion, and having been satisfied with this state of affairs, he approved certain deviations in the renewal furlongs. Again on 20-10-1950, some further deviations were ordered by the Supervisor but by the time arrangements were made to carry out these, these deviations were cancelled on 7-11-1950. I submit these frequent changes seriously came in the speedy execution of the work, and in spite of these valid reasons for an extension of time for the completion of work, the extension applied for by me was rejected by the Divisional Engineer in his order No.15739/H/14/50 dated 24-9-1950 although the last sub-para of Rule 59 of the Madras Detailed Standard Specification contemplates the grant of such extension in the case of authorised alterations or additions made during the progress of the work. The delay of 4 months in the issue of orders to the contractor and consequent loss of valuable working season to him and unavoidable delay is also a valid reason for extension, which as already submitted above was rejected. This will convince your goodself of the prejudiced

attitude of the departmental officers towards me right from the beginning.

3. Then comes the final blow of cancellation of contract on the ground that only 25% of the metal was collected in Divisional Engineer's R.O.C. 16601/H3/50 dated 20-11-1950. This, it is submitted is not a valid order.

Firstly - No notification of possession of the site or premises has been given to me by letter registered per acknowledgment, as provided in para 58 of the preliminary M.D.S.S. and without this I am not expected to enter any Government land or quarry.

Secondly - Takwari was furnished to me only on 8-9-1950 by the Supervisor - three months after execution of agreement and without this Takwari, the contractor is not in a position to begin collection.

Thirdly - No extension as contemplated in the M.D.S.S. was granted for the alterations in the full furlong renewal furlongs ordered during execution of the work and for the 4 months' delay initially in entrusting the work to me as explained supra.

Fourthly - The cancellation was based on the fact that only 25% of the collection was made on 20-11-1950, the date of the order. This is evidently not correct. On 26-10-1950, I had reported that about 130 heaps working out to 50% had been collected. The maistry in charge had also reported the same figure. Immediately after cancellation when the collection was measured and billed for there were actually 148 units working out to 60% of the collection required as against 25% relied on by the Divisional Engineer. Your goodself will thus appreciate that the whole basis of Divisional Engineer's orders cancelling my contract was wrong and as such, these orders are legally null and void.

4/ Even this cancellation was b[illegible]ejudice against me will be borne out from the fact that no attempt was made by the Department to push on with the balance work after my contract was cancelled which they would certainly have done if the cancellation was done in the interest of work and maintain the "rate of progress". I submit that if my contract had not been cancelled and if the necessary extension had been granted to me, the work would have been completed by me myself by December, 1950, much earlier than was done by the Department, about December, 1951, i.e., more than a year later. I beg to request that under the above circumstances that after calling for records from the Highways Department, the matter may kindly enquired into through the Chief Engineer, D.P.W., as I am afraid, I may not get justice if the enquiry is done through the Highway Department on account of the deep prejudice as already explained above.

B

C

D

Your obedient Servant,

[illegible]

Copy respectfully submitted to the Chief Minister, Fort St.George, Madras, for information and such action as he deems necessary in the interest of justice.

P.W(A2)

47/29.6. Endt. No. 5 6763 A/53-1 Dated 29.6.53

Referred to the C.E(H) for remarks.

[illegible] 29.6.53

[illegible] 29.6.53

To

The CE(H) with copy of petn on pp 1-4 above

37885

3 JUL 1953 MADRAS
58224
OFFICE OF THE CHIEF ENGINEER (HIGHWAYS) MADRAS No. 14 NOV 1958 4
JUN 1953 PUBLIC WORKS DEPARTMENT

Camp: Mangalore,
10-6-1953.

The Secretary to Government,
Public Works Department,
Fort St.George, Madras.

ASSISTANT SECRETARY TO GOVERNMENT 26 JUN 1953 PUBLIC WORKS DEPARTMENT

Humble appeal petition of Marcel Lasrado, Contractor, Sullia, South Kanara District.

S i r,

Having been highly aggrieved by Chief Engineer's (Highways) orders No. 16392/D2/52 H.R. dated 5-5-1953 rejecting my appeal to him, I beg to approach your good self with the firm hope that after going through the facts of the case, justice will be meted out to me.

The following is briefly the facts of the case:-

1. Tenders were called for for the maintenance of Mangalore-Mercara Road, section 48/0 to 60/0 and the same was submitted on 25-1-1950 but this was not accepted and retenders were called for to be received on 9-2-1950. Premium tenders at 15% were submitted again on the due date. No action seems to have been taken on this tender for some considerable time, and after a lapse of about 3 months, I was asked whether I would abide by the tender. I at once signified my consent for the same. Finally, I was asked as late as the end of May, to execute the required agreement on 3-6-1950. It may not be out of place to submit that this abnormal delay of about 4 months between the date of submission of tender and receipt of orders was not universal in the case of all contractors of the District, but, if I may say so, special to me. It may thus be seen that the entrustment of the work to me, begins with some sort of prejudice against me.

2. I may be permitted to remind your goodself that the monsoon breaks out in this District in the first week

of June and continues right up till end of September. The whole of the valuable working season was lost for me on account of the abnormal delay of nearly 4 months in the issue of orders. Monsoon is the cultivation season in this District and all the local coolies are absorbed by the agricultural operations. I had therefore with great difficulty and expense to import labour from outside by payment of heavy advances and enhanced wages. I bring this to notice only to show to your goodself that in spite of the original set back and abnormal delay, I earnestly began the collection work, but other facts beyond my control came seriously in the way. Some of the quarries provided in the estimate were river beds and were under water on account of the monsoon right from the time, the agreement was executed. This fact was personally brought to notice of the departmental officers including the Divisional Engineer during his inspection on more than one occasion, and having been satisfied with this state of affairs, he approved certain deviations in the renewal furlongs. Again on 20-10-1950, some further deviations were ordered by the Supervisor but by the time arrangements were made to carry out these, these deviations were cancelled on 7-11-1950. I submit these frequent changes seriously came in the speedy execution of the work, and in spite of these valid reasons for an extension of time for the completion of work, the extension applied for by me was rejected by the Divisional Engineer in his order No.15739/H/D4/50 dated 24-9-1950 although the last sub-para of Rule 59 of the Madras Detailed Standard Specification contemplates the grant of such extension in the case of authorised alterations or additions made during the progress of the work. The delay of 4 months in the issue of orders to the contractor and consequent loss of valuable working season to him and unavoidable delay is also a valid reason for extension, which as already submitted above was rejected. This will convince your goodself of the

attitude of the departmental officers towards me right from the beginning.

3. Then comes the final blow of cancellation of contract on the ground that only 25% of the metal was collected in Divisional Engineer's R.O.C. 16601/H3/50 dated 20-11-1950. This, it is submitted is not a valid order.

Firstly - No notification of possession of the site or premises has been given to me by letter registered per acknowledgment, as provided in para 58 of the preliminary M.D.S.C. and without this I am not expected to enter any Government land or quarry.

Secondly - Takwari was furnished to me only on 8-9-1950 by the Supervisor - three months after execution of agreement and without this Takwari, the contractor is not in a position to begin collection.

Thirdly - No extension as contemplated in the M.D.S.C. was granted for the alterations in the full furlong renewal furlongs ordered during execution of the work and for the 4 months' delay initially in entrusting the work to me as explained supra.

Fourthly - The cancellation was based on the fact that only 25% of the collection was made on 20-11-1950, the date of the order. This is evidently not correct. On 26-10-1950, I had reported that about 130 heaps working out to 50% had been collected. The maistry in charge had also reported the same figure. Immediately after cancellation when the collection was measured and billed for there were actually 148 units working out to 30% of the collection required as against 25% relied on by the Divisional Engineer. Your goodself will thus appreciate that the whole basis of Divisional Engineer's orders cancelling my contract was wrong and as such, these orders are legally null and void.

Even this cancellation was based on prejudice against me will be borne out from the fact that no attempt was made by the Department to push on with the balance work after my contract was cancelled which they would certainly have done if the cancellation was done in the interest of work and maintain the "rate of progress". I submit that if my contract had not been cancelled and if the neaessary extension had been granted to me, the work would have been completed by me myself by December, 1950, much earlier than was done by the Department, about December, 1951, i.e., more than a year later. I beg to request that under the above circumstances that after calling for records from the Highways Department, the matter may kindly enquired into through the Chief Engineer, P.W., as I am afraid, I may not get justice if the enquiry is done through the Highway Department on account of the deep prejudice as already explained above.

Your obedient Servant,

Copy respectfully submitted to the Chief Minister, Fort St.George, Madras, for information and such action as he deems necessary in the interest of justice.

GOVERNMENT OF MADRAS.

* *

Public Works Department.

Endorsement No.56763-A/53-1 dated 29th June 1953.

Referred to the Chief Engineer(Highways) for remarks.

T.Ramakrishnan,
Assistant Secretary to Government.

To
The Chief Engineer(Highways)

Forwarded :By order

V. Narayanaswamy.
Superintendent.

vb/29/6.

66843

HIGHWAYS DEPARTMENT.

ADDL. ASST. SECRETARY TO GOVERNMENT
22 JUL 1953
PUBLIC WORKS DEPARTMENT

From

Sri K.A.Nambiar,B.E.,M.I.E.(Ind.)
F.Inst.H.E.(Eng.)M.Inst.Mun.E.(Eng.)
M.Am.Soc.C.E.M.R.San.I.,
Chief Engineer(Highways)
Chepauk,Madras-5.

To

The Secretary to Government,
Public Works Department,
Fort St.George,
Madras-9.

****

Letter No.37885-D2-53 HR dated 16.7.53.

Sir,

Sub: Contracts -South Kanara Division - Maintenance of Mangalore Mercara Road - Mile 48/1-60/1 for 50-51 cancellation of contract - sri Marcel Lasrado - Contractor - appeal.

Ref: Government Endorsement 56763-A-53-1 dated 29-6-53.

-:-

The work of maintaining Mangalore Mercara Road mile 48/1-60/1 for 1950-51 was put on tender on 25.1.50 and as the tender of Marcel Lasrado at 20% premium was considered high second call was fixed on 9.2.50. The same contractor tendered at 15% premium. This was recommended by the Divisional Engineer on 8.4.50 to the Superintending Engineer(Highways) and a revalidation statement was also obtained on 10.4.50. The site was handed over formally on 24.4.50 and the tender was accepted by the Superintending Engineer(Highways) on 20.4.50 but the contractor executed the agreement only on 4.7.50. As per time stipulated in the agreement the work should be completed in 9 months (i.e.) by the end of January 1951. Takvari was issued by the Supervisor on 8.9.50 and another takvari was given on 20.10.50 which was cancelled on 7.11.50. A new takvari was issued on the same day. On 11.8.50, the contractor put in a petition for extension of time for 3 months but it was referred by the Divisional Engineer on the report of the Assistant Engineer. The Divisional Engineer(Highways) issued notices on 7.8.50 and 19.10.50,warning the contractor to push through the work. The contractor did not show any considerable progress and hence the Divisional Engineer(Highways) cancelled his contract and forfeited his deposit in his proceedings dated 20.11.50.

On this the contractor appealed to the Chief Engineer(Highways) on 22.3.52 for the cancellation of the orders. The appeal was rejected on the following grounds after full consideration.

(a) The contractor was given reasonable opportunity to show better progress on the work. The site was handed over in April 1950 itself and the contractor could have pushed through the work at least on receipt of Memoranda from the Divisional Engineer(Highways). If he had anticipated any difficulty he could have mentioned it in his tender dated 9.2.50.

3 Hence I consider there is no ground to reopen the question of forfeiture already imposed and the appeal deserves no consideration

Encl:- Govt. Endorsement in Original.

for CHIEF ENGINEER(HIGHWAYS)

II / P.W(A2)

Memo. No. 5 6763 A/53-2 Dated 17-8-53

Sub:- Contracts - South Kanara Division - Maintenance of Mangalore Mercara road M 48/1 to 60/1 for 1950-51 - Cancellation of Contract of Sri. Marcel Lasrado - Appeal

Ref:- From the C.E(H) letter No. 37885-D2/53-HR dt/16.7.53

The C.E(H) is requested to furnish a copy of each of the following references mentioned in the appeal petition of Sri. Marcel Lasrado :-

(1) C.E(H)'s order No. 16392-/D2/H/

56 / 17-8

ER | NR
24/9 | 15/10 p94

A w p 14

12

dated 5-5-53.

(2) D.E(H), S. Kamara: order No. 15739-H/D4/50 dy 24-9-50 — B on p2 of

(3) D.E's R.Oc.16601/H3/50 dated 20-11-50 — C on p3 of

(4) The D.E's notices dated 7.8.1950 & 19.10.50 issued to the contractors — D on p9 of

To The C.E (H)

B 13.8.53

Kmw 14-8-53

1783

Note:- Please see the petition at pp1-4 of the E.E's remarks thereon dt. at p9 of. The E.E has not however furnished copies of references quoted in the petition & in his letter at p9 of. He may now be asked to send the same before examining the case. Draft

Vide A on p1 of; B on p2 of; C on p3 of & D on p9 of

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13/

at pp 1-2 ante is for approval

Kuw
14-8-53.

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TP

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P/1210

HIGHWAYS DEPARTMENT.

From

Sri K.K.Nambiar,B.E.,M.I.E.(Ind.)
F.Inst.H.E.(Eng.)M.I.Mun.E.(Eng.)
M.Am.Soc.C.E.,M.R.San.I.,
Chief Engineer(Highways),
Chepauk,Madras-5

To

The Secretary to Government,
Public Works Department,
Fort St.George,
Madras-9.

V-V-V-

Paper I 17

Copy of Chief Engineer's(Highways) Proceedings 16392/D2-5 dated 5-5-53 addressed to Sri Marcle Lasrado,Contractor,

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Sub: Contracts South Kanara Division - Maintenance of Mangalore Mercara Road M.43/1-60/1 - 1950-51 cancellation contract -Sri Marcel Lasrado,contractor.

Read ~~Ref~~: (i) From Sri Marcel Lasrado,contractor dated 22-3-52.
(ii) From the S.E.(H) IV circle,A4.3449/53 dated 23-3-53.

The Chief Engineer(Highways) finds no reason to interfere with the orders of the Divisional Engineer(Highways) Mangalore. His appeal is therefore rejected.

Paper II.

Copy of Memo No.15739/H/D4/50 dt.24-9-50 of the Di... Mangalore to Sri Marcel Lasrado,contractor,Highways,Sullia:-

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Sub: Maintenance of Mangalore Mercara road sec.43/0 - 60/0 extension of time - regarding.

Ref: His petition dt.11.8.50.

It is reported that the work of maintenance of Mangalore Mercara road sed.43/0 to 60/0 entrusted to him for execution is not at all progressing and he did not keep up to the rate of progress entered in the agreement. The site was handed over on 24/4/50 and he ought ot have completed 75% of collection by 24-7-50. It is reported that the collection done so far is about 25% and no earnest attempt is made by him to push o with collection even after issue of registered notice to him under clause 60.A of preliminary specifications to M.D.S.S. Hence as he has not shown earnest attempt tp push on with the work no extension of time will be granted . He is liable for penalty as per clause 60 A. of P.S. to M.D.S.S.

Sd. xx
D.E.(H) Mangalore.

Copy to the Asst.Engr.(H) Puttur. He should submit weekly report regarding the progress of work to determine the penalty to be imposed on the contractor for his failure to keep up to agreement time.

Paper III.

Copy of Roc. 15601/A8/50 dt.20-11-50 of the Divl.Engr.(H) Mangalor to Sri Marcel Lasrado,contractor,Sullia:--

Sub: Works-maintenance of Mangalore Mercara road for 50-51 L.S.agreement No.64 H/50-51 - contractor Marcel Lasrado-contract termination of -orders passed.

Ref: 1.This office Roc.15739/H/D4/50 dt.7-8-50 and 24-9-50 and Roc.15601-A8/50.
2.Report Ref.No.64H/50-51 dt.6-11-50 of the Asst.Engr.(H) Puttur.

Sri Marcel Lasrado,contractor,Sullia has failed to keep up the rate of progress of work as enumerated in the agreement No. 64 H/50-51 executed by him inspite of this office orders Roc.15739-H/D4-50 dt.7-8-50 and 24-9-50.

Again a registered letter Roc.15601/A8/50 dt.19-10-50 was issued to him as required in clause 60 of the M.D.S.S. He failed to comply as directed therein. The Asst.Engr.(H)Puttur in letter Ref.No. 64 H/50-51 dt.6-11-50 reports that the contractor has collected metal only in 5 furlongs which is 25% of collection. He ought to have completed 100% of collection and 50% of spreading by 23-10-50 showing thereby the incompetency of the contractor to do the work as per the terms of agreement. Therefore the contract (Agt.No. 64 H/50-51) is terminated under clause 60(a) of the M.D.S.S. with forfeiture of the amount of E.M.D. and further security deposited for the work by the contractor.

Sd.XXX
D.E.(H)Mangalore.

Copy to the Asst.Engr.(H)Puttur.He should measure up the metal collection and submit the bill for payment as recommended by him. He should propose necessary agency to complete the work.

Paper IV.

Copy of Roc.15739/H/D4/50 dt. 7-8-50 of the Divl.Engr.(H)Mangalore to Sri Marcel Lasrado.

Sub: Maintenance of Mangalore Mercara road 48/0 - 60/0 - slow progress noticed.

It is reported that the progress for the above work is very slow and the contractor did not keep up to the rate of progress entered in the agreement. This is most unsatisfactory.

The contractor is hereby instructed to increase the labour on the works and show satisfactory progress within a week of receipt of this memo and see that the deficit in out turns is made up to. This is a notice issued under Cl.60 of the preliminary specifications of the M.D.S.S. forming part of the agreement. Please note. Failure to comply will involve in penal action on the contractor.

Sd. XXX
D.E.(H) Mangalore.

To
Sree Marcel Lasrado,Sullia

Paper V

Copy of Roc.15601/A8/50 dt.19-10-50 of the Divl.Engr.(H) Mangalore to Sri Marcel Lasrado,Contractor,Sullia:-

Sub: Maintenance of Mangalore Mercara road 48/0 - 60/0 for 50-51 - L.S.agt. No.64 H/50-51 contractor Sri Marcel Lasrado- Slow progress - notice issued under clause 60 a of Prl.specification of the M.D.S.S.

The site for the above work was handed over to him on 24-4-50 and by now (i.e.) 5½ months since the handing over site) he

should have completed the full metal and gravel collection as per the agreement No.64 H/50-51 and also consolidation a little less than 50% (50% consolidation to be completed within 6 months i.e. by 23-10-50). It is seen from reports of progress of work received from the Asst.Engr.(H)Puttur and also on actual inspection of the work by the undersigned that the contractor is not earnest inkeeping up to the rate of progress entered in the agreement and the outturn of work also is about 25% of collection only .

Memos. were issued to him in this office Nos.15739/H/D4-50 dt.7.8.50 and 15739/H/D4/50 dt.24-9-50 bringing to his notice the poor progress of the works with request to speed up the works and show better outturn. This had not the desire effect on the contractor and it is still seen that the work is practically at a stand still.

The contractor is once again requested to employ more labour and speed up the works and see that he makes up for the sort-outturn by making earnest attempts. If he does not make real attempts to speed up the works and make up for the poor outturn within one week after receipt of this notice, he will note that his contract will be determined according to the provision in clause 60(a) of the P.S.to the M.D.S.S. attendant with all penalties and forfeitures mentioned therein.

Sd xxx
D.E.(H) Mangalore.

/True Copy /

ag.29/9.

for CHIEF ENGINEER(HIGHWAYS)

10/12/11

Memo No. 56763A/53-3 Dated 7-11-53 P.W.D.(A2)

Sub: CONTRACTS - Highways Department South Kanara Division - Work of maintaining Mangalore Mercara road in mile 48/1 to 60/1 for 1950-51 - Cancellation of contract of Sri Marcel Lasrado - Appeal.

pp1-4 cf

Ref: Petition dated 10-6-53 from Sri Marcel Lasrado.

p9 cf — From the C.E.(H) Lr.No.37885-D2/53-HH, d/16.7.53.

p15 cf From the C.E.(H) Lr.No.49153-D2/53-2, d/28.9.53.

....

B on p3 cf

It is observed that the C.E. has not offered his remarks on all the points of appeal preferred by the contractor. A copy of the petition first cited is again communicated to the C.E. for remarks. He is requested to offer his specific remarks on the points mentioned in para 3 of the petition, on the allegations levelled at the officers of the Highways Department in the last paragraph and on the following representations of the contractor :-

p5-8 cf

* Vide Encl at bottom of p4 cf

4c on p4 cf

B on p1 cf

(1) The entrustment of the work under reference to him began with some sort of prejudice against him; and

D on p2 cf

(2) Some of the quarries provided in the estimate were river beds and were under water on account of the monsoon right from the time the agreement was executed; and

E on p2 cf

(3) Certain deviations ordered by the Supervisor on 20/10/1950 were subsequently cancelled on 7-11-50

P.T.O.

retarding the speedy } E a-f2 cf

execution of the work.

7.11.53

5.11.53

6-11-53

To The C.E.(H) 13/11

(with encls MS-8 of in original)

50652 "HIGHWAYS DEPARTMENT"

From
Sri K.K. Nambiar, B.E., M.I.E.(Ind),
F.Inst.H.E.(Eng) M.I.Mun.E.(Eng),
M.Am.Soc.C.E.,
Chief Engineer (Highways),
Chepauk, Madras-5.

To
The Secretary to Government,
Public Works Department,
Fort St. George,
Madras.

RECEIVED SECRETARY TO GOVT
26 JUN 1954
PUBLIC WORKS DEPARTMENT

Letter No.49153-D2/53-11 dated 22.6.54

Sir,

Sub: Contracts - Highways Department - South Kanara Division - Works of maintaining Mangalore Mercara road in mile 48/1 to 60/1 for 1950-51 cancellation of contract of Sri Marcel Lacrado - appeal.

Ref: Government Memo No.56763 A/53-3 dated 7.11.53.

I furnish below my remarks on the various points mentioned in the Government memo cited.

Para 3(1) "(1) No notification of possession of the site or premises has been given to me by letter registered per acknowledgement as provided in para 58 of P.S. to M.D.S.S. and without this I am not expected to enter any Government land or quarry".

A notification to take possession of site in the manner prescribed under clause 58 of the P.S. to M.D.S.S. was not issued. But the contractor has signed in the agreement (executed on 4.7.50) that the site was taken over by him on 24.4.50. The issue of a registered notice is to ensure that the contractor gets it and acknowledges the same. This could be achieved without such a registered notice so long as he has accepted in writing having taken over the site on 24.4.50 as stated above. Having admitted in writing that he has taken over the site on 24.4.50 nothing prevented him to enter the Government land. ✓

Para 3(2) (2) "Takwari was furnished to me only on 8.9.50 by the Supervisor - three months after execution of agreement and without this Takwari, the contractor is not in a position to begin collection".

Takwari was issued by the Selection officer on 8.9.50 while the agreement was signed on 4.7.50. Hence the delay is two months and not three months alleged. The point made out would appear to be reasonable but the fact remains that he has secured details of work though unofficially and proceeded in right earnest to make the collections in several places. This is fully borne out by the written application of the contractor dated 11.8.50 for extension of time by three months. He states therein that he had to the collection of 2000 cft in the quarry 4 furlongs off 59/1 and another 2000 cft. in the quarry 1 furlong off 56/2 besides the collection he was making in the quarry near 53/3 while no collection was possible 53/8 for the reason that the road leading to the qurry was blocked due to Ragi cultivation. Further he had noted specifically that 40 mazdoors were breaking metal in quarries besides 50/3 and 56/2. All these go to show that he was in the know of the details of work covered by the estimate though not with the help of an officially issued Takwari.

Para 3(3) (3) "No extension as contemplated in the M.D.S.S. was granted for the alterations in the full furlong renewal furlongs ordered during execution of the work and for the four months' delay initially in entrusting the work to me as explained supra".

Not read Extension time was not granted. The contractor himself has admitted in his petition dated 11.8.50 that he received the work order on 27.4.50. Further while revalidating the tender on 10.4.50 he had no made any stipulation.

4; 'The cancellation was based on the fact that only 25% of the collection was made on 20.11.50, the date of the order. This is evidently not correct. On 26.10.50, I had reported that about 130 heaps working out to 50% had been collected. The Maistry in charge had also reported the same figure. Immediately after cancellation when the collection was measured and billed for there were actually 148 units working out to 60% of the collection required as against 25% relied on by the Divisional Engineer. The whole basis of the Divisional Engineer's orders cancelling my contract was wrong and as such these orders are legally null and void'.

The percentage of his progress was not 24 exactly inasmuch as the value of work done and paid for works out to 54% in all. The contention of the contractor that it was 60% is not therefore correct.

(5) "The entrustement of the work under reference to him began with some sort of prejudice against him".

Attention is invited to para 2 of my letter No.37885-D2/53-HR dated 16.7.53. After fresh tenders were invited on 9.2.50 the Divisional Engineer (Highways) recommended the tender papers of Sri Marcel Lascroado on 8.4.50 for Superintending Engineer's acceptance. The Divisional Engineer delayed this tender for 2 months on the plea that definite orders of the President, District Board, against this contractor were awaited in connection with the delayed execution of some District Board works. However, the Divisional Engineer obtained a revalidation statement of the contractor on 10.4.50. The tender was approved by the Superintending Engineer (Highways) on 20.4.50, and the proceedings therefore was received by the Divisiond Engineer (Highways) on 26.4.50. Regular work order was issued to the contractor on 2.5.50, requiring him to attend the Divisional Engineers office on 10.5.50 for execution of agreement. The contractor failed to attend office on this date but executed the agreement on 4.7.50. In view of the above, the representation of the contractor that the entrustement of this work began with some sort of prejudice against him would appear to be an indiscreet remark.

(6) "Some of the quarries provided in the estimate were river beds and were under water on account of the monsoon right from the time of the agreement was executed".

Some of the quarries from which road metal was required to be collected were river bed quarries. They were under water during the freshes. The agreement was signed by the contractor on 4.7.50. By this time all the streams in South Kanara District would be in spate.

(7) "Certain deviations ordered by the Supervisor on 20.10.50 were subsequently cancelled on 7.11.50 retarding the speedy execution of the work".

The Takwari was issued by the Section Officer on 8.9.50. Another Takwari was issued on 20.10.50 which was however cancelled on 7.11.50. A fresh one was issued on the same date.

8/ The petition of the contractor is returned herewith.

Encl: 1 Petition.
kck/22.6.

for CHIEF ENGINEER (HIGHWAYS)

29

PWD(A2)

Memo. no. 56763 A/53-10 D/2018/54

pl. see 34/23-8

Pl. 20/8/54

Sub: Contracts: Ltw. depot. - South Kanara Division - Work of maintaining Mangalore - Mercara Road in Mile 48/1 to 60/1 for 50-57 - Cancellation of Contract of Sri Marcel Lasrado - Appeal.

Ref: From the CE (H) no. 49153/D2/53-11 dt 22-6-54.

The Chief Engineer (H) is requested to furnish for reference a copy of the tender connected with respect to the contract with Sri Marcel Lasrado and the agreement said to have been executed by the contractor on 4-7-50.

Dy. 20.8.54

M 20.8.54

cf legal depot. notes on pg 29

24.8.54

To: The CE (H)

Dy. 24/8/54

Kw 19-8-54

30

P.W (A2)

Memo No. 56763-A/53-11 Dated 24-9-54

Sub:- (as on p24 ante)

Ref:- Memo.No. 56763A/53-10, P.W. dated 20/8/54 p24 ante

The CE (H) is requested to send the papers called for in the reference cited at an early date.

B 24.9.54

M 24.9.54

Kow 24.9.54

To The CE(H) NR 20/10

Date 27.9.1954 Dept. Office's Initials.

From
Sri.K.K. Nambiar, B.E., M.I.E. (Ind)., F.Inst.H.E.(Eng)., M.I. Mun.E.(Eng)., M.Am.Soc.C.E.,
Chief Engineer (Highways),
Chepauk, Madras 5.

Highways Department

To
The Secretary to Government,
Public Works Department
Madras.

Letter No. 49758 D2/54-16 Dated 29--9--54.

Sir, 77299

Sub:- Contracts - Highways Department - South Kanara Division - Work of maintaining Mangalore Mercara road - mile 48/1 to 60/1 for 1950-51 - cancellation of contract of Sri. Marcel Lasrado

Ref:- Government memo No. 56763 A/53-10, P.W., dated 20-8-54

The tenders received for the work and the agreement (in original) executed by Sri. Marcel Lasrado, are enclosed, as desired.

For Chief Engineer (Highways)

Encl: 1 Agreement & tenders
2 sheets in original
(to be returned)

B.29/9

33

P.W.D.(A-2).

MEMO NO. 1 DATED 8-1-55

80/8-1

Sub: Contracts - Highways Deptt. - South Kanara Division - Work of maintaining Mangalore Mercara road in mile 48/1 to 60/1 - Cancellation of contract ~~by D.E.(H)~~ - Appeal of Sri Marcel Lasrado - Rejected.

pp1-4 cf

Ref: Petition dated 10-6-53 from Sri Marcel Lasrado.

p9cf — From the C.E.(H), Lr.No.37885-D2/53-HR, dated 16-7-53.

p15cf — From the C.E.(H), Lr.No.49153-D2/53-2, dated 28-9-53.

pp25-27 cf — From the C.E.(H), Lr.No.49153-D2/53-11, dated 22-6-54.

p31cf — From the C.E.(H), Lr.No.49153-D2/54-16, dated 29-9-54.

===

The Govt. do not find sufficient reasons to reconsider the orders of the C.E.(H).

2. The tenders and the agreement received with the C.E's. letter No. 49153-D2/54-16, dated 29-9-54 are returned to him. He is requested to acknowledge their receipt.

(N)

p31cf

To

(1) Sri Marcel Lasrado,
Contractor, Sullia,
South Kanara Dist.
(Para one only)

(2) The C.E.(H), (with encl.).

(N)

I know (2) DO with enclosure

3 b. P.W(4)

44
3-2

T.M. issued
3/2/55

T.M.No. 56763A/53-14 Dated 2/2/55

From A.S., P.W.D

To the CE(H)

Sub:- Contracts - Highways Dept. - South Kanara Division - Work of maintaining Mangalore Mercara road - Cancellation of contract - Appeal of Sri Marcel Lasrado - Rejected

P33 C.F./(R) Ref:- Memo No. I, P.W., 28-1-55

—:—

Please state whether the tenders and the agreement sent with the memo cited have been received.

3 6

in your office.

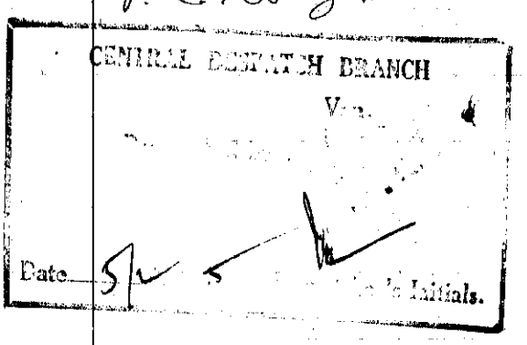
2.2.55

55

55

55

P. c to g



"HIGHWAYS DEPARTMENT"

From

Sri.K.K.Nambiar,B.E.,M.I.E(Ind)
F.Instt.H.E(Eng)M.I.Muh.E.(Eng)
M.Am.Soc.C.E.,
Chief Engineer(Highways)
Madras.5.

To

The Secretary to Government,
Public Works Department.
Madras.9.

ASST. SECRETARY TO GOVERNMENT
6-FEB 1955
PUBLIC WORKS DEPARTMENT

Letter No.49153.D2.53.17 dated 1.2.55

9071

Sub: Contracts - Highways Department - South Kanara Division - work of maintaining Mangalore Mercara road in M.48/1 to 60/1 cancellation of contract - appeal of Sri.Marcel Lasrado.

Ref: Govt.Memo No.1.P.W dated 8.1.55

- - -

The tenders and agreement sent with the Government Memo cited have been received in this office.

AV/1.2.55

P.W(A2)
The papers may be filed with the memo at (K).
7/2/55

for CHIEF ENGINEER(HIGHWAYS)
2/2/55

8.2.55

C.No. 56763 A/53

P.W.D.(A-2).

Sub:- CONTRACTS - Highways Department - South Kanara Division - Work of maintaining Mangalore Mercara Road in mile 48/1 to 60/1, for 1950-51 - Cancellation of contract of Sri Marcel Lasrado - Appeal.

Ref:- Petition d/10-6-53 from Sri Marcel Lasrado.
From the C.E.(H) Lr.No.37885-D2/53-HR d/16-7-53.
From the C.E.(H) Lr.No.49153/D2/53-2 d/28-9-53.

Sri Marcel Lasrado has represented that his contract for the work of maintaining the Mangal Mercara Road in mile 48/1 to 60/1 was cancelled by the D.E. (H) for the reason that he did not keep up the "rate of progress" specified in the agreement. For the reasons given in para 3 of his petition the Contractor considers that the order of the D. cancelling his contract is not proper and valid. He has alleged that the officers of the Highways Dept. are prejudiced against him and has requested the Govt. to enquire into the matter, after calling for the records and render him justice.

2. The C.E.(H), who was consulted in the matt has reported that the work of maintaining the Mangalore Mercara road mile 48/1 to 60/1 ~~from~~ for 1950-51 was put on tender on 25-1-1950, that as the tender of Sri Marcel Lasrado at 20 per cent premium was considered high a second call was fixed on 9-2-1950. He has stated that this contra tendered again at 15 per cent premium, that his tender was recommended by the D.E. on 8-4-50 to the S.E., that a revalidation statement was also obtained on 10-4-50, that the site was formally handed over to the contractor on 20-4-50 and that his tender was accepted by the S.E. on 20-4-50 but that the contractor executed the agreement only on 4-7-50. The C.E. has further stated that according to the time stipulated in the agreement the work should b completed in nine months, i.e. by then end of Janu

1951 and that on 11-8-50 the contractor applied for extension of time of 3 months but that it was refused by the D.E. on the report of the A.E. He has pointed out that the D.E. issued notices on 7-8-50 and 19-10-50 warning the contractor to push through the work, that the contractor did not show any considerable progress and that therefore the D.E. cancelled his contract and forfeited his deposition in his proceedings dated 20-11-1950.

It is reported that subsequently the contractor appealed to the C.E.(E) for the cancellation of the orders of the D.E. After full consideration, the C.E. rejected the appeal on the ~~grant~~ ground that the contractor was given reasonable opportunity to show better progress in the execution of work, that the site was handed over in April, 1950 itself and the contractor could have pushed through the work at least on receipt of the notices issued by the D.E. and that if he had anticipated any difficulty he could have mentioned it in his tender dated 9-2-50. In the circumstances the C.E. considers that there is no ground to reopen the question of forfeiture imposed and that the present appeal to the Govt. deserves no consideration.

3. According to the tender notice the tenderer has to inspect the site of the proposed work and the quarries and satisfy himself ~~as to their condition~~ about the quality and availability of materials. Therefore the ~~argument~~ statement of the contractor that the quarries provided for in the estimate were river beds and were under water on account of the monsoon right from the beginning, thereby implying that they

they were unworkable, does not ~~hold good~~ seem convincing. It he had anticipated that owing to the setting in of the monsoon he could not complete the work within the time stipulated in the ~~agreement~~ tender he could have withdrawn his tender before acceptance by the competent authority. It will be seen from the copies of the proceedings of the D.E. at pp.17-21 c.f. that in spite of the warnings issue by the D.E. the contractor did not keep up the "rate of progress" specified in the agreement. It is therefore for consideration whether the views of the C.E. may be accepted and the appeal rejected.

4. After orders are passed the file may be sent to ~~Finance~~ Legal (Opinion) for remarks, if any. ~~Legal~~ (~~opinion~~) may also see.

30.10.53
Kom
30 10 53

The CE's recommendation in para 3 on page 1 may be accepted. The appeal may be rejected.

3 11 53.
Kom

2.11.53

The CE's answer to this contractor's appeal is not full. It may be called for. The contractor's appeal has no merits. But he has brought in some

4

56763/53

allegations against the Highways Board
like to have C E (H)'s remarks on
these allegations. Portions marked
B at page 1 C 7.; D and E at page 2
C 7: the points mentioned by
him in Page 3 Para 3 and lastly
the allegations in the last Para
of his representation. Send a
spare copy of his representation
to C E (H) and let him send
his remarks

3/11

A draft memo is submitted for approval.

5.11.53

7.11.53

6-11-53

(Issued as Memo.No.56763 A/53-3, d/7-11-53).
From the C.E.(II), letter No.49153-D2/53-11,
dated 22-6-54.

(Issued as Memo.No.56763 A/53-3 dated 7-11-1953).
From the C.E.(H) letter No.49153-D2/53-11 dated 22-6-1954.

The Chief Engineer (Highways), who was asked to offer his further remarks on the points referred to at 'C' above, have submitted his reply and they are summarised below:-

Points raised by the petitioner.	Remarks of the C.E.(H).
(1) Failure to issue notification of possession of the site by registered letter as required under clause 58 of P.S. to M.D.S.S.	(1) The C.E. has reported that a notification to take possession of the site in the manner prescribed under clause 58 of P.S. to M.D.S.S. was not issued but that the contractor had signed in the agreement executed on 4-7-50 that the site was taken over by him on 24-4-1950. The C.E considers that having admitted in writing that he had taken over the site on 24-4-50 nothing prevented the contractor to enter the Govt. land.
(2) Late issue of takwari	(2) The C.E. has stated that Takwari was issued by the Section Officer on 8-9-50 while the agreement was signed on 4-7-50 and that the delay was only 2 months and not 3 months as alleged by the contractor. He has pointed out that the contractor was in the know ~~unofficially~~ of the details of the work covered by the estimate though not with

~~of~~ an officially issued Takwari and that this fact was fully borne out by his written application dated 11-8-1950 for extension of time.

(3) Failure to grant extension as contemplated in M.D.S.S. for alterations in programme of work and initial delay in entrusting the work.

(3) The C.E. has stated that extension of time was not granted, as the contractor himself had admitted that he received the work order on 27-4-1950 and as he did not make any stipulation while revalidating the tender on 10-4-1950. ~~he had not made any stipulation.~~

para (3) p25 of

(4) Contract cancelled on incorrect estimation of work done.

(4) The C.E. has reported that the volume of work done and paid for, works out to 54% in all and that the contention of the contractor that the percentage of work done by him was 60% is not correct.

para(4) p27 of

(5) Entrustment of work began with some sort of prejudice.

(5) The C.E. has stated that after fresh tenders were invited on 9-2-50 the D.E. (H) recommended the tender of the contractor on 8-4-1950 for S.E's acceptance and that the D.E. delayed this tender for 2 months on the plea that definite orders of the P.D.B. against the contractor were awaited in connection with the delayed execution of some District Board Works. He has added that the D.E., however, obtained a revalidation

para(5) p27 of

This appeal to some element of prejudice on the part of the D.E. (H) ?

statement of the contractor on 10-4-1950, that the tender was approved by the S.E. on 20-4-1950, that on receipt of the S.E's proceedings on 26-4-1950, the regular work order was issued to the contractor on 2-5-1950 requiring him to attend the D.E's Office on 10-5-50 to execute the agreement and that the contractor failed to attend the D.E's Office on 10-5-50 but executed the agreement only on 4-7-1950. The C.E., therefore, considers that the representation of the contractor that the entrustment of this work began with some sort of prejudice against him would appear to be an indiscreet remark.

(6) Quarries provided in the estimate were unworkable on account of water right from the time of execution of agreement:

(6) The C.E. has reported that some of the quarries from which road metal was required to be collected were river bed quarries and that they were under water during the freshes. He has further stated that the contractor executed the agreement only on 4-7-1950 and that by this time all the streams in the district would be in spate.

(7) Frequent changes in issue of takwari ~~which~~ retarded speedy execution of work.

(7) The C.E. has stated that the Takwari was issued by the Section Officer on 8-9-1950, that another Takwari was issued on 20-10-1950 but was, however, cancelled on 7-11-1950 and that a fresh one was issued on 7-11-1950.

8

The C.E. has not given any reasons for the changes made in the issue of the Takwari.

The C.E.(H) has not also reported when the balance of the work was completed and whether there was any delay in completing the work as alleged by the petitioner. It does not however seem necessary to pursue this point as it is not quite relevant for coming to a decision on the appeal of the ~~petitioner~~ contractor. 2/ It is submitted that the time has to be considered as the "essence" of ~~the~~ a contract and the contractor has to show progress as defined in the 'Rate of Progress' specified in the agreement entered into by him for ~~the~~ a work subject to ~~the~~ any extension of time that may be permitted by the competent authority.

In the present case the D.E.(H) who is the competent authority did not grant extension of time but determined the contract of the petitioner for the delay in the ~~extension~~ execution of the work after issuing notices required under P.S. to M.D.S.S.

The C.E.(H) has remarked that the contractor was given reasonable opportunity to show better progress and that the contractor could have pushed through the work at least on receipt of the notices issued by the D.E.(H). He has, therefore, considered that there is no ground to re-open the question of forefeiture already imposed and that the appeal deserves no consideration.

Attention is in this connection also solicited to the notes in para 3 on pp 2-3 above. It is now for orders whether the views of the C.E. will be accepted/ 3/ and the appeal rejected.

3/ Law (Opinions) may see for remarks. Finance may also see.

26.7.54

19.7.54

28.7.54

The contractor appeal has no merits. But I am not certain that some prejudice against him has not worked. Delay of over 2 months to accept the tender appears to be fishy. G.E. has also a lot said as to when the work was completed. Any way we may dismiss the appeal and examine legal implications if necessary when a Civil suit is received

27/7/54 Law (Opinions)

File

P.W.D. U. O. No. 2
56763A/53-9
27-7-54

ASSISTANT SECRETARY
28 JUL 1954
11757
LAW DEPARTMENT, MADRAS

65484

SECRETARY TO GOVERNMENT
19 AUG 1954
U.O.NO. 11757
PUBLIC WORKS DEPARTMENT

Law U.O. No. 11757 dt 19-8-54

Law(Opinions)Dept

The copy of the tender issued with respect to the contract with Sri Marcel Lasrado and the agreement said to have been executed by him are necessary for offering the remarks of this department on the questions raised in this file.

P.W.D. may kindly get a copy of the above documents and put them up and send the file again to this department for remarks.

18.8.54

P.W.D.(A2)

Law dept's note alone may be perused. A draft memo. to the CE (H) asking him to send a copy of the tenders with

respect to the contract with Sri Marcel Lasrado & the agreement said to have been executed by the Contractor is submitted below for approval.

20.8.54

(Issued as Memo No. 56763 A/53-10 dated 20/8/54)
From the C.E(H) letter No. 49153 - D2/54-16 d/29-9-54

-:-

The CE(H) has forwarded the tenders received for the work and the agreement executed by Sri Marcel Lasrado. These are put up at (N). The file may now be sent to Law (opinion).

2.10.54 Law (S.P.M.)

4.10.54

Kvw
6-10-54

P.W.D. U. O. No.
56763 A/53-12
8-10-54

Law Department.

This Department agrees with P.W.D. that the petition may be dismissed and that the legal implications may be examined if and when a suit notice is received.

18.10.54

18.10

P.W(A2)

The file may now be sent to Finance as ordered on page 9 ante.

19.10.54

20.10.54

Kvw
19.10.54

P.W.D. U. O. No.
56763 A/53-13
20/10/54

ASSISTANT SECRETARY 8 OCT 1954 (617) LAW DEPARTMENT, MADRAS

ASST. SECRETARY TO GOVERNMENT 81016 19 OCT 1954 PUBLIC WORKS DEPARTMENT

ADDITIONAL DEPUTY SECRETARY TO GOVT 20 OCT 1954 FINANCE DEPARTMENT

Fin.(ExpIB)

The file deals with an appeal preferred by ~~ex-contractor of~~ Sri Marcel Lasrado, a contractor of the Highways Dept. against the orders of the D.E.(H) cancelling ~~the~~ his contract for not having kept the 'rate of progress' in respect of the work of maintaining the Mangalore-Mercara Road in miles 48/1 to 60/1. P.W. have examined the case in ~~order~~ their note on p.p.1-9 above. They consider that the petition may be dismissed and that the legal implications may be examined if and when a suit~~x~~ notice is received. Law agree with P.W. This Dept. also may agree.

27.10.54

30/10/54 P.W.

PUBLIC WORKS DEPARTMENT

30/10/54

For up. 106 686 CB7

30 x 54

P.W.(A2)

The file deals with an appeal preferred by Sri Marcel Lasrado, a Contractor of the Highways Department, against the order of the Divisional Engineer (Highways) cancelling his contract in respect of the work of maintaining the Mangalore-Mercara road in mile 48/1 to 60/1 for 1950-1951. Sri Marcel Lasrado has represented that his contract for the work was cancelled by the Divisional Engineer (Highways) for the reason, that he did not keep up the "rate of progress" specified in the agreement. He considers that the order of the Divisional Engineer (Highways) cancelling his contract is not proper and valid for the following reasons:--

(1) No notification of possession of the site or premises was given to him by registered letter for acknowledgment as provided in para 58 of P.S. to M.D.S.S. and without this he was not expected to enter any Government land or quarry.

(2) Takwari was furnished to him only on 8-9-1950 by the Supervisor, three months after execution of agreement and without this Takwari he was not in a position to begin collection.

(3) No extension as contemplated in M.D.S.S. was granted to him for alterations in programme of work and for initial delay in entrusting the work to him.

(4) The contract was cancelled based on incorrect estimation of work done by him.

(5) The entrustment of the work to him began with some sort of prejudice against him.

(6) Some of the quarries provided in the estimate were river beds and were under water on account of the monsoon right from the time

the agreement was executed by him.

(7) The frequent changes in the issue of takwari retarded speedy execution of work.

Sri Marcel Lasrado has alleged that the officers of the Highways Department are prejudiced against him and requested the Govt. to enquire into the matter, after calling for records and render him justice.

2. The reasons adduced by the contractor in support of his appeal and the CE's remarks thereon are noted on at pp 5-8 ante. The C.E.(H) has remarked that the contractor was given reasonable opportunity to show better progress and that the contractor could have pushed through the work at least on receipt of the notices issued by the D.E.(H). He considers that there is no ground to reopen the question of forfeiture already imposed and that the appeal deserves no consideration.

This Department consider that the Contractor's appeal has no merits, and have proposed that it may be dismissed and that the legal implications may be examined if and when a suit notice is received. Law and Finance have agreed to the proposal of this Department.

3. The file may be circulated to M.(W) for approval of the proposal at 'A' above.

A.J. Chowdhry
20.12.54
A.S., P.W.D.

C.P. Mello Peraday
26-12-54

M(W) Kanwar Sain
29/12

17.12.54

Kaw
17.12.54

30 DEC 1954
PUBLIC WORKS DEPARTMENT

14

PW(A2)

With reference to the Orders in circulation on p13 ante a draft memo is submitted for approval..

6-1-55

7.1.55

6.1.55

(Issued as Memo. No. I dated 8-1-55) 1933F

O.F. 98

54990

DEPARTMENT.

Branch.

OFFICE OF THE CHIEF ENGINEER 25 SEP 1958 MADRAS

REMINDER.

To The C...

I have the honour to in... am directed to invite attention to Yo... Mem...

No. [illegible], dated [illegible] and to request that the reply to it may be expedited.

I request that this reminder may be returned at once with information as to—

(1) the stage at which the matter now is,

(2) the date by which a reply may be expected, and

(3) the circumstances which have caused the delay

Office

Station

Dated

K. V. Narayanaswami
Signature.

Designation.

SUBJECT.

Endt No. PC 4999/52. 53 I Dt 29-9-53

REPLY.

To The Secretary to Govt
Public Works Dept Madras

Sir

The reply is being furnished separately

29/9/53
for Chief Engr (H)

28.9.53
AL

28/9

3/9/12

1.VII(Pay)

Memo. No. 56763A/53-4 Dated 8.12.53

Subj:- Contracts - Highways Dept - South Kanara Division - Work of maintaining Mangalore Mercara road in mile 48/1 to 60/1 for 1950-51 - Cancellation of Contract of Sri. Marcel Lasrado - Appeal.

Ref:- From the CE(H) letter No. 49153-D2/53-2 of 28.9.53

The C.E(H) is requested to state when the report called for in Memo No. 56763A/53-3, P.W., dated 7-11-53 may be

JP

expected.

8/12/53

8.12.53

To Old Sk 11/12

The CE(H)

NR 5/1

56763/53

HIGHWAYS DEPARTMENT

SECRETARY TO GOVT. PUBLIC WORKS DEPARTMENT
26 DEC 1953

From

Sri K.K.Nambiar,B.E.,M.I.E.(Ind).,
F.Inst.H.E.(Eng).,M.I.Mun.E.(Eng),
M.Am.Soc.C.E., M.R.San.I.,
Chief Engineer (Highways),
Coimbatore.

MADRAS--5.

To

The Secretary to Governm
Public Works Department,
Fort St.George,
Madras.

Lr.No.115 Letter No:49153-D2/53-4 Dated 18-12-1953.

Sir,

Sub: Contracts - Highways Department - South Kanara Division - Work of maintaining Mangalore Mercara Road in Mile 48/1 to 60/1 for 1950-51 - cancellation of contract of Sri Marcel Lasrado - Appeal.

Ref: Government Memo No.56763-A/53-4 Dated 8-12-53.

The matter is under examination. Final reply will be sent to Government on receipt of a report from the Superintending Engineer (Highways) Coimbatore.

FOR CHIEF ENGINEER (HIGHWAYS)

AR till 15-1-54.

Rvn.

23/27 Memo. No. 56763-A/53-5 Dated 20.1.54 P.W (A2)

Sub: (as on p27 ante).

Ref:- From the CE(H) letter No. 49153-D2/53-4.04 18.12.53

The CE(H) is requested to expedite his final reply.

20.1.54

19.1.54

Kuw
T.P. 1.54

To Addl SE 27/1
The CE(H)
N R
15/2

A 11970 A2 56763/53 29

HIGHWAYS DEPARTMENT

From
Sri.K.K.Nambiar,B.E.,M.I.E.(Ind)
F.Inst.H.E.(Eng.)M.I.Mun.E.(Engl.)
M.Am.Soc.C.E.,
Chief Engineer(Highways),
Chepauk, Madras-5.

To
The Secretary to Government,
Public Works Department,
Fort St. George, Madras

PERSONAL ASST. SECRETARIAT TO GOVT. MADRAS
13 FEB 1954

Letter No. 49153-D2/53 Dated 10-2-1954.

Sir,

Sub:-Contracts--Highways Department--South Kanara Division:-
Work of maintaining Mangalore Mercara Road in M 48/1 to 60/1 for 50-51--Cancellation of contract of Sri. Marcel Lasrado--

Ref:-Government Memo No. 56763-A53/5 dated 20-1-54--

***

The matter is under consideration and a reply will be submitted shortly.

For Chief Engineer(Highways)

db.10-2.

P.W(A2)

A.R. Tell 5.3.54.

13.2.54 15.2.54

30

P.W(A2)

Memo. No. 66763-A/53-6 Dated 8-3-54

Sub: (as on p29 ante)

Ref:- From the CE(H) Letter No.
49153-D2/53-5
dated 9-2-54. p29 ante

—:—

The C.E(H) is requested to send his reply as soon as possible.

8/3/54

6/3/54

6.3.54

To
The CE(H)
11/3 NR
5/4

5626 3/53

3)

"HIGHWAYS DEPARTMENT"

From
Sri K.K. Nambiar, B.E., M.I.E.(Ind),
F.Inst.H.E.,(Eng) M.I.Mun.E., (Eng),
M.Am.Soc.C.E.,
Chief Engineer (Highways),
Chepauk, Madras.5. 23701

To
The Secretary to Government,
Public Works Department,
Madras.

Letter No.49153-D2/53-7 dated 17-3-54.

Sir,

Subject: Contracts - Highways Department - South Kanara Division - work of Maintaining Mangalore Moreara road in M 48/1 to 60/1 for 1950-51. Cancellation of contract of Sri Marcel Lasrado.

Ref: Government Memo No.5676 3A/53-6 P.W. dated 8-3-54.

The matter is under consideration. A reply will be sent at an early date.

kck.18.3.

for Chief Engineer (Highways).

ASST. SECRETARY TO GOVERNMENT
22 MAR 1954
PUBLIC WORKS DEPARTMENT

P.W.(A2)

A.R. Lee 15/4/54.

23.3.54

20/3/54

22/3/54

32

PW(A2)

Memo No. 56763A/53-7 Dated 15-4-54

Subt: (as on p.31 ante)

NOTES

Ref:- From HCCE(H) letter No. 49153-D2/53-7 d/17-3-54 p.31 ante

—:—

The CE(H) is requested to state when his final reply may be expected

15.4.54

15/4/54

15-4-54

21/4

To The CE(H) NR 15/5

56763/53

33

T 34351

HIGHWAYS DEPARTMENT.

DEPUTY ASST. SECRETARY TO GOVERNMENT
28 APR 1954

From
Sri A.R.Menon, B.E.,M.I.E.(Ind).
F.Inst.T.T.(Eng.) M.I.Mun. E.(Eng)
M.Am.Soc.C.E.,
Chief Engineer (Highways)
Chepauk, Madras.5.

To
The Secretary to Government,
Public Works Department, Madras.

Letter No. 4953-D2/53-9 Dated.. 24-4-54.

Sir,

Sub: Contracts-Highways Department-South Kanara Division work of maintaining Mangalore Moreara road in M.48/1-60/1 for 1950-51 Cancellation of Contract of Sri Marcel Lasrado.

Ref: Govt. Memo No. 56763-A/53-7 Dated 15-4-54.

The matter is under consideration and a reply will be submitted shortly.

for Chief Engineer (Highways)

DN 24/4/54.

24/4

AR file 28/4/54.

28/4/54 Kow 28/4/54

29.4.54

54

50
25/5 P.W(A2)

Memo No. 56763 A/53-8 Dated 25-5-54

Sub: (as on p33 ante)

Ref:- From the CE(H) letter No.
49153-D2/53-9 dt 24-4-54 ... p33 ante

-:-

The CE(H) is requested to send his final reply as soon as possible.

M
25.5.54

M
24.5.54

25/5/54
for CE(H)
NK 24/

56763/53

35

"HIGHWAYS DEPARTMENT"

From
Sri K.K. Nambiar, B.E., M.I.E.(Ind),
F.Inst.H.E.(Eng) M.I.Mun.E.(Eng),
M.Am.Soc.C.E.,
Chief Engineer (Highways),
Chepauk, Madras-5.

To
The Secretary to Government,
Public Works Department,
Fort St. George,
Madras.9.

31 MAY 1954
43778

Lr. Letter No.49153 D2/53-10 dated 28.5.54.

Sir,

Subject: Contracts - Highways Department - South Kanara Division - work of maintaining Mangalore Moreara Road, M 48/1-60/1 for 1950-51 - Cancellation of contract of Sri Marcel Lacardo.

Ref: Government Memo No.56763 A/53-8 dated 25.5.54.

The matter is under consideration and a reply will be submitted at an early date.

KCK/28.5.

for CHIEF ENGINEER (HIGHWAYS)

P.W(A2) 25-6-54.

31.5.54

31.5.54

1.6.54